



ACKNOWLEDGEMENT OF RISKS AND HAZARDS  
LIABILITY RELEASE & AGREEMENT NOT TO SUE

You/ your minor child (if applicable) may be hurt using the facilities and equipment of Mt. Spokane Ski and Snowboard Park Tubing Hill. If you are unwilling to assume all the risks of you/your minor child's use of the Tubing Hill, DO NOT sign this document, in which case you will NOT be authorized to use the Tubing Hill Facilities, and you will be refunded any monies you paid to use the Tubing Hill. If you sign this document, BUT make any alterations to it, you are NOT authorized to use the Tubing Hill.

**1.Assumption of Risks.** I, for myself or as the parent/legal guardian of the participating minor child whose name is listed below ("Participant"), wish to use the Tubing Hill. I understand that the Tubing Hill is a high-speed action and adventure sport that involves many inherent risks and dangers, and that using the Tubing Hill may put me/my minor child at risk of serious injury or illness. These dangers include, but are not limited to: use of ski lifts and tows; collision with structures and devices; risk-creating weather conditions and variations in terrain; accidents by other users of the Tubing Hill; failure to follow safety procedures, or to stay within ability or control; and limits or defects in the Tubing Hill. I am also aware that hazards may exist throughout the Facilities, may be unmarked and occur without warning, and that helmets, safety equipment, proficiency checks, supervision and enforcement of rules do not and cannot guarantee my/my minor child's safety. I am/my minor child is able to perform the essential functions required to use the Tubing Hill and participate in the Sport and I/my minor child is freely and voluntarily participating in the Sport and the use of the Tubing Hill. I REPRESENT AND WARRANT THAT I HAVE READ AND UNDERSTOOD THIS DOCUMENT, AM OF SOUND MIND, HAVE LEGAL AUTHORITY, AND FREELY ACCEPT AND ASSUME THE RISK THAT I/MY MINOR CHILD CAN SUFFER PROPERTY DAMAGE, ILLNESS, SEVERE PERSONAL INJURY OR EVEN DEATH BY USING THE TUBING HILL FACILITES OR PARTICIPATING IN THE SPORTS, not only in the ways described above, but also in ways that are unknown and unexpected, even if I follow/my minor child follows instructions or advice.

**2.Consent to medical treatment.** If I am unable to consent at the time, due to injury, illness or absence, I hereby consent to administration of first aid and other emergency medical treatment for such injury or illness that occurs during my/my minor child's use of the Tubing Hill. I have/my minor child has adequate health insurance or resources to cover the costs of treatment in case of any such injury or illness. I agree to refrain/cause my minor child to refrain from and not to be impaired by the use of alcohol or any controlled substance (except as medically authorized) while using the Sports Facilities or participating in the Sports. If any provision herein is found to be unenforceable, it shall not effect the validity of any other provision hereof.

**3.Waiver, Release and Indemnification.** I understand and agree that Mt. Spokane Ski and Snowboard Park is not insurers of my/my minor child's conduct. TO THE FULLEST EXTENT PERMITTED BY LAW, I HEREBY RELEASE, WAIVE, COVENANT NOT TO SUE, AND DISCHARGE THE AFFILIATES AND ALL OF THEIR DIRECTORS, MANAGERS, OFFICERS, EMPLOYEES, VOLUNTEERS, AGENTS AND REPRESENTATIVES (COLLECTIVELY, THE "RELEASEES") FROM ANY AND ALL LIABILITY, CLAIMS, DEMANDS, AND CAUSES OF ACTION WHATSOEVER ARISING OUT OF OR RELATED TO ANY LOSS, DAMAGE, OR INJURY, INCLUDING DEATH, THAT MAY BE SUSTAINED BY ME/MY MINOR CHILD OR LOSS OR DAMAGE TO ANY PROPERTY BELONGING TO ME/MY MINOR CHILD, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASEES OR OTHERWISE, ARISING OUT OF OR RELATED TO MY/MY MINOR CHILD'S USE OF THE TUBING HILL OR PARTICIPATION OF THE SPORTS. I ALSO AGREE THAT, IN THE EVENT THAT ANY PERSON BRINGS ANY CLAIM OR ACTION, INDIVIDUALLY, OR ON BEHALF OF MY MINOR CHILD, RELATED TO ANY INJURY OR LOSS SUFFERED BY MY MINOR CHILD AS A RESULT OF MY MINOR CHILD'S USE OF THE FACILITIES OR PARTICIPATION IN THE SPORTS, THAT I WILL IMDEMNIFY THE RELEASEES AGAINST HEIRS, ADMINISTRATORS AND EXECUTORS FOREVER.

Circle how related to participant: Parent | Guardian

PRINT NAME & DATE OF BIRTH OF PARTICIPANT: \_\_\_\_\_ D/O/B \_\_\_\_\_

SIGNATURE OF PARTICIPANT: \_\_\_\_\_ Date: \_\_\_\_\_

PRINT NAME OF PARENT/GUARDIAN: \_\_\_\_\_

SIGNATURE OF PARENT/ GUARDIAN: \_\_\_\_\_ Date: \_\_\_\_\_

PHONE NUMBER OF PARTICIPANT (or Parent/Guardian if participant is younger than 18): \_\_\_\_\_

MAILING ADDRESS OF PARTICIPANT (or Parent/Guardian if participant is younger than 18):  
\_\_\_\_\_  
\_\_\_\_\_